

Albertsons, Inc. and United Food and Commercial Workers Union, Local 381, affiliated with United Food and Commercial Workers International Union, AFL-CIO, CLC. Case 19-CA-20304

December 21, 1990

DECISION AND ORDER

BY MEMBERS CRACRAFT, DEVANEY, AND OVIATT

On June 29, 1990, Administrative Law Judge William L. Schmidt issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the judge's recommended Order.²

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Albertsons, Inc., Bremerton, Poulsbo, and Port Orchard, Washington, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The Respondent has excepted to the judge's failure to comply with Sec. 10274.2 of the Board's Casehandling Manual, Part One. In this regard, the Respondent asserts that the judge amended the complaint at the hearing in the absence of a motion to amend. We find this exception to be without merit. While the judge stated that the "essence of the complaint" was amended at the hearing, in fact, at the hearing, the counsel for the General Counsel simply clarified the allegations contained in the original complaint. The complaint was not amended to include any additional allegations.

² We find no merit in the Respondent's contention that the judge erred in recommending that the notice to employees be posted at all stores in the Respondent's Western Washington Division. The Respondent asserted in its defense that its "union button" ban was initially posted at all of its Western Washington Division stores following the Board's decision in *Albertsons, Inc.*, 272 NLRB 865 (1984), although not all the division's stores were involved in that proceeding. The Respondent also conceded at the hearing in this case that its "union button" prohibition was in effect at all of its Western Washington Division stores. In these circumstances, we deem it appropriate as a remedial measure to require that posting of the notice be coextensive with the Respondent's application of its union button prohibition.

Scott F. Burson, Esq., for the General Counsel.
Bruce P. Paolini, Esq., of Boise, Idaho, for the Respondent.

DECISION

STATEMENT OF THE CASE

WILLIAM L. SCHMIDT, Administrative Law Judge. United Food and Commercial Workers Union, Local 381, affiliated with United Food and Commercial Workers International Union, AFL-CIO, CLC (Union or UFCW Local 381),¹ filed a charge against Albertsons, Inc. (Respondent or Employer) on May 5, 1989,² alleging Respondent violated Section 8(a)(1) and (3) of the National Labor Relations Act (Act).

On June 22, the Regional Director for Region 19 of the National Labor Relations Board (NLRB or Board) issued a complaint alleging Respondent violated Section 8(a)(1) of the Act and noticed the matter for hearing before an administrative law judge (ALJ). The essence of the complaint as amended at the hearing is that Respondent applies its dress code rules at three northern Washington locations to prohibit employees from wearing union dues buttons.

Respondent filed a timely answer denying that it had engaged in the unfair labor practices alleged in the complaint.

I heard this matter on November 2 at Seattle, Washington. Having now reviewed the record, considered the credibility of the witnesses who appeared before me and studied the posthearing briefs of General Counsel and Respondent, I conclude that Respondent engaged in certain unfair labor practices based on the following

FINDINGS OF FACT

I. THE ALLEGED UNFAIR LABOR PRACTICES

A. Background

Respondent, a Delaware corporation headquartered in Boise, Idaho, is engaged in the retail sale of groceries at numerous locations in the western United States including the State of Washington.³ The only stores involved here are located in Bremerton, Port Orchard, and Poulsbo, Washington, all located in Respondent's Western Washington Division.

The Union is the exclusive representative of all organized employees at the three involved stores.⁴ Respondent is a member of a multiemployer organization (Allied Employers, Inc.) which maintains a collective-bargaining agreement with the Union applicable to supermarkets located in Kitsap and northern Mason Counties, Washington, where these three stores are located.

In the spring of 1989 when this dispute arose, the Union and the employer-association were engaged in negotiations for a successor collective-bargaining agreement. By late April or early May 1989, the Union stated its intention to strike on May 7 in support of its collective-bargaining demands. Later the Union did commence a strike which lasted into August 1989 when the terms of a successor agreement were concluded.

¹ The name of the Charging Party appears as amended.

² Unless otherwise shown, all dates refer to the 1989 calendar year.

³ In the representative 12-month period preceding issuance of the complaint, Respondent's gross sales and direct inflow from its State of Washington operations exceeded the discretionary standards set by the Board for exercising its statutory jurisdiction over retail enterprises. Accordingly, I find that it would effectuate the purposes of the Act for the Board to resolve this labor dispute.

⁴ Respondent admits that the Union is a labor organization within the meaning of Sec. 2(5) of the Act. That admission is consistent with the evidence.

B. *The Supervisory Structure at Affected Stores*

Each of Respondent's stores are under the direction and control of a store director. Respondent acknowledges that store directors are responsible for applying company policy at the store level.

There is specific evidence that store directors hire employees, establish weekly work schedules taking into account the seniority provisions of the existing collective-bargaining agreement and employee preferences, authorize employees to leave early or work late, and call employees to work when not scheduled. On this basis, I find—as alleged in the complaint—that Respondent's store directors are supervisors and agents within the meaning of Section 2(11) and (13) of the Act.

The store management hierarchy also includes assistant store directors and individuals called third man or person. The complaint alleges—and Respondent denies—that the Port Orchard and Poulsbo assistant store directors are supervisors and agents of Respondent and that the third men at the same two locations are agents of Respondent.

Assistant store directors are in charge at the stores in the absence of the store director and, in the absence of both the director and assistant director, the third man is in charge. Such absences are frequent. In addition to vacation and illness, the extended store hours—7 a.m. to midnight 7 days each week—dictate regular absences by ranking store management employees.

Employee witnesses credibly asserted that, when in charge, the disputed assistant directors and third men perform the same functions store directors perform when present. These functions include oversight of money transfers, granting time off, recalling unscheduled employees to work, authorizing overtime, and giving on-the-spot employee direction. James Schoettler, the Poulsbo store director, expects the third man to enforce the union button ban at issue here in his absence.

Respondent has compiled an extensive, written list of third-man duties (G.C. Exh. 6). Among the listed responsibilities are assuring compliance with company, division, and store policies; acting in place of the store's absent assistant director; instructing employees in proper work performance; effectively recommending personnel actions such as hiring, firing, and discipline; preparing written instructions for the night stock person; and administering checker tests.

Based on the foregoing, I find that the assistant store directors and third men are both supervisors and agents within the meaning of Section 2(11) and (13). Although evidence pertaining to the assistant directors is less detailed than the third men, it is reasonable to assume that assistant store directors are vested with responsibility at least equal to the third men whom they outrank.

C. *The Disputed Union Insignia*

The union dues insignia at issue is a nickel-size pin button bearing the union logo in the center with the inscription "AFL-CIO CLC" at the top, the month at the bottom, and the year on the outside edges of the logo. From month to month the background and print color as well as the name of the month changes but otherwise the size and design of the button remains the same. Large quantities of buttons are

furnished to the Union by its parent for distribution to members.⁵

Conceived and used for 40 to 50 years, the dues button was originally designed for distribution to a member upon payment of monthly dues. This practice is no longer followed; instead, the buttons are routinely distributed by union agents during store visits and are available without regard to financial standing in the Union at public areas of the union office.

Until the 1983 controversy described below, Respondent did not restrict the distribution and wearing of union insignia in any manner.⁶ Union dues buttons are still worn without restriction by employees of area competitors associated with Respondent for collective bargaining.

D. *Respondent's Dress Code*

All of Respondent's employees are required to wear a prescribed uniform which it furnishes. When hired each employee is required to read and sign a document summarizing Respondent's personnel policies. (See G.C. Exh. 3.) The overall tenor of listed appearance and grooming requirements shows that Respondent's prime interest is neatness, cleanliness, and avoidance of extreme styles. The pertinent portion of the dress code involved here reads:

3. All store employees must wear uniforms or aprons as provided, with name badges on the left chest. No other badges shall be worn unless authorized by the Store Director.

4. Employees working in service facilities, warehouses, manufacturing plants, etc., will observe corresponding rules of neatness and cleanliness in grooming and attire in accordance with the job requirements.

Store directors historically exercised their discretion under the "other badges" rule liberally so as to permit employees to wear a variety of tasteful insignia, pendants, and jewelry on their uniforms, including the union dues button, charity drive emblems, political issue buttons of significance to Respondent's business, and product promotion emblems.

At various times when the present dispute arose and in the months following, several employees wore charitable campaign insignia, holiday pendants, humor emblems, jewelry, and, at Poulsbo, buttons promoting a civic celebration of the area's Norwegian heritage called Viking Fest. Respondent's 50th Anniversary pins were distributed in June with instructions that they be worn on personal clothing but not store uniforms. Nevertheless, most employees attached that emblem to their uniforms without objection from store directors.

One union emblem fueled a controversy between Respondent and two sister locals of the Union in the spring of 1983. At the time, negotiations for a successor agreement at Respondent's Western Washington Division stores in King and Snohomish Counties were in progress. The two sister locals

⁵ Respondent introduced a second, larger emblem with a white background and the logo "The Union For Concerned Women." The initial letters of the last four words are printed in red and all remaining letters are printed in blue so that the letters UFCW, the initials of the Union, stand out. No evidence connects this button with any aspect of this dispute and no judgment is intended concerning this emblem.

⁶ This finding is based both on the testimony of Union President Vern Gordon in the present case and the Board decision in *Albertsons I* discussed below.

distributed large insignia to employees bearing a bargaining slogan, "Equity in 83, No take aways" and the local union inscriptions. Some employees wore the badges while at work throughout the affected stores while local union agents handbilled customers outside the stores seeking public support.

Shortly thereafter, Respondent published a rule which provided that employees "are [not] allowed to wear buttons provided by any union." The rule specifically banned the Equity in 83 insignia. There is no evidence that this rule was published at the stores involved in this dispute.

This ban led the affected UFCW local unions to file unfair labor practice charges against Respondent. In *Albertsons, Inc.*, 272 NLRB 865 (1984)—*Albertsons I* herein—the Board held that Respondent's union button prohibition was overly broad because it applied to nonselling areas of the stores involved and to nonwork times. The Board's holding was rationalized as a reasonable balance between employees' Section 7 right to wear union emblems at work and the employer's right to operate its business with considerations for production, discipline, and customer relations.

Following *Albertsons I*, Respondent posted the required Board notice and its own notice which read:

The NLRB . . . found our rule against wearing union buttons in this store "unlawfully broad because it applies to nonselling as well as selling areas of the stores and applies to employee breaktime as well as time when employees are working."

Accordingly, we are modifying that rule so that it prohibits the wearing of union buttons by employees only in selling areas of the store when employees are working. Wearing of union buttons, which do not hamper production or offend decency, in the non-selling areas, such as the backroom, lounge or restrooms, or on breaktime, is no longer prohibited. [Emphasis in original.]

The Charging Party was not involved in the 1983 dispute and was not given specific notice of the modified rule by Respondent.⁷ Respondent's counsel asserted that the modified union button ban was posted at least for a period of time following the 1984 decision at all Western Washington Division stores⁸ and the evidence establishes that it was posted for a time following the 1984 decision at least in the Bremerton and Poulsbo stores.

E. The 1989 Dues Button Dispute

The present dispute came to a head when Virginia Baisa, a checker at the Poulsbo store, appeared for work at a customer checkout counter in late April with a union dues button pinned to a sweater worn over her uniform. Schoettler instructed Baisa to remove the button. Baisa protested because the button was on her personal clothing. Schoettler

then requested Baisa to at least remove the button while District Manager Dan Weaver was in the store that day. Though reluctant to do so, Baisa removed her sweater when she observed Weaver in the store.

The following day Schoettler called Baisa's attention to Section 3 of the personnel policy dress code signed by her when hired and reported that he had spoken to Weaver about union buttons the previous day. Weaver, Schoettler told Baisa, said that union pins could not be worn at work. Schoettler then asked Baisa to remove the pin again. Baisa complied but told Schoettler she intended to contact the Union about the matter.

Before the following workday, Baisa spoke with a union agent concerning the dues emblem and was told that she could wear the button. The following day Baisa again wore the union dues emblem and Schoettler repeated his instruction to remove the union button. Baisa complied.

Baisa was never told that she could wear the union button off the selling floor while at lunch or on break nor was she ever told that she could wear the button during the time that the ongoing collective-bargaining negotiations were in progress.⁹

At about the same time, Laverne Loop, a clerk at the Port Orchard store whose job required frequent trips between the selling floor and the back room, wore a union dues button to work on his uniform. Shortly after Loop began wearing the dues emblem, John Boyle, the Port Orchard assistant store director, spoke to Loop concerning it while Loop was on break in the back room. In sum, Boyle told Loop that the store director had observed the button and that he should remove it or he could be sent home.

Loop also said that the third man at the store later told him the same thing. Loop ignored both admonitions and continued to wear the dues emblem a couple of weeks until it broke.¹⁰

Velma Smith, a customer service supervisor at the Bremerton store, observed some employees in that store wearing union dues emblems on their uniforms for about 2 weeks in May. Smith had no firsthand knowledge about why employees in that store discontinued wearing the union buttons.

F. Union-Employer Exchanges Over the 1989 Button Ban

Union President Gordon and one or two subordinate agents visited the Poulsbo store after receiving Baisa's report about Schoettler's request to remove the dues button. Gordon chided Schoettler about the dues button and pointed out several employees wearing Viking Fest emblems on their uniforms. When Schoettler stood his ground concerning the dues button, Gordon threatened to picket the store. This threat prompted Schoettler to telephone Attorney Paolini at Respondent's Boise, Idaho headquarters.

⁷ Union President Gordon, however, apparently saw the notice and the modified rule when it was posted at the Port Angeles store in 1984. At that store, the grocery employees are represented by the Union Gordon heads and the meat department employees are represented by a sister local involved in the *Albertsons I* dispute. Respondent makes no claim that this dispute is barred by Sec. 10(b) of the Act.

⁸ However, this assertion was based solely on information counsel obtained in the course of the present hearing from a limited number of management officials and employees on hand.

⁹ The foregoing account concerning Baisa is based on her credited testimony. Certain elements in the scenario Baisa depicted are corroborated by Union President Gordon. Schoettler admitted that he instructed Baisa to remove the dues button at or about this particular time but his testimony is substantially less detailed and arguably implies that the incident arose when union agents appeared at the store out of the blue to distribute the dues buttons. Considering all the circumstances, I find Baisa's account more probable.

¹⁰ Loop's testimony is credited. At the time of the hearing, Loop was no longer employed by Respondent and neither Boyle nor the Port Orchard third man testified.

Gordon argued with Paolini over the phone about the dues button ban especially while so many employees wore Viking Fest buttons. After Paolini refused to retreat on the dues button issue and offered to bar Viking Fest emblems also—a result not desired by Gordon who is a Poulsbo resident—Gordon repeated his threat to picket. Paolini responded by threatening, in effect, to sue the Union for breaching the collective agreement if Gordon carried out his threat. Ultimately, the two agreed to discuss the matter further at a May 1 bargaining session which had been scheduled.

In the course of discussions at the May 1 bargaining session, Jed Pritchett, Respondent's labor relations director, offered to permit employees at the Poulsbo store to wear the dues button until negotiations for a successor agreement were concluded. Gordon claims that because Pritchett refused to extend this concession to the Bremerton and Port Orchard stores where similar problems had been reported and limited the duration of the privilege, discussion of the issue ended inconclusively and he filed the present charge.

Paolini claims that Gordon agreed to the Pritchett offer concerning Poulsbo and, hence, the issue was settled by collective bargaining. Schoettler asserted that Paolini telephoned to advise him of the adjustment and that he, in turn, told several employees that the dues button could be worn until negotiations were concluded.

G. Further Findings and Conclusions

In general, the wearing of union insignia by employees is protected by Section 7 of the Act. *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945). Employer rules prohibiting employees from wearing union emblems while at work violate Section 8(a)(1) of the Act absent evidence of special circumstances showing that such rules are necessary to maintain production and discipline, diffuse employee dissension, insure employee safety, protect machinery and products from damage, assist employee concentration, or project a certain image to the public. *Floridan Hotel of Tampa, Inc.*, 137 NLRB 1484 (1962); *Pay'N Save Corp. v. NLRB*, 641 F.2d 697 (9th Cir. 1981), and cases cited therein. Where an employer bars employees from wearing union emblems at work, the employer has the burden of proving the existence of the special circumstances which justify the ban. *Brunswick Food & Drug*, 284 NLRB No. 28 (1987) (not reported in Board volume); *Pay'N Save v. NLRB*, supra at 702.

Restrictions against wearing of any union emblem to further an employer's public image are occasionally approved. However, such cases appear against a backdrop of evidence showing that the employer strictly limits the wearing of any other emblems by employees coming in contact with the public. See, e.g., *NLRB v. Harrah's Club*, 337 F.2d 177 (9th Cir. 1964); *Burger King Corp. v. NLRB*, 725 F.2d 1053 (6th Cir. 1984).

Here, the Respondent argues that its sales-floor union button ban was "mandated" by the Board's decision in *Albertsons I* and disputes the General Counsel's claim that Respondent has disparately enforced its dress and appearance code to bar only union buttons. In addition, Respondent claims, in effect, that the Union waived employees' right to wear union emblems by the May agreement with Pritchett.

In my judgment, Respondent's assertion that a complete sales-floor ban against all union emblems is "mandated" by *Albertsons I* misreads the meaning of that case. To be sure,

the Board's 1984 decision implies that a sales-floor ban might have been lawful but that implication cannot be read into that case without regard to the total fact and precedent context of the case.

Albertsons I gives no hint that the Board intended to depart from existing union emblem precedent. Only 2 years earlier the Board decided that a selling floor ban of a nearly innocuous union steward button was unlawful. *Nordstrom, Inc.*, 264 NLRB 698 (1982). The compatibility between *Albertsons I* and *Nordstrom* plainly rests on the nature of the emblem and the setting.

Unlike the *Nordstrom* button, the disputed emblem in *Albertsons I*—Equity in 83—was designed in conjunction with the handbilling to embroil store patrons in bargaining table differences between Respondent and its employees. Such activity would likely produce a divisive customer atmosphere both inside and outside the store. That effect could have been minimized by barring the Equity in 83 button in public store areas. Hence, the Board had no reason to go further in its 1984 decision after concluding that a total ban was overly broad.

Read in this fashion the decisions in *Albertsons I* and *Nordstrom* are consistent. The unlawful conduct in *Albertsons I* resulted solely from the banishment of the Equity in 83 button from all areas of the store at all times. Although it is true that Respondent's original 1983 union button ban included all union-provided buttons, the *Albertsons I* decision gives no indication that the union dues button at issue here had ever been barred from any area of the store or that the Board intended to treat it in the same fashion as the Equity in 83 button.

I am satisfied that the disputed union dues button and the present circumstances more nearly approximates the situation in *Nordstrom* than the Equity in 83 button and situation in *Albertsons I*. To be sure, both disputes involving this Respondent arose in the context of ongoing contract negotiations. But the similarity between the Equity in 83 button and the union dues button ends there. The Equity in 83 button message promoted active consumer pressure to affect the outcome of those negotiations and, hence, Respondent could rationally intervene to prevent such appeals on its selling floor.

The dues button bears no consumer appeal message connected with the concurrent 1989 negotiations and no showing was made that it had any other divisive effect. To the extent that the dues button bore any message related to the 1989 negotiations, it is subtle and solely employer-directed; the dues button might very well suggest the strength of the wearer's union allegiance and the likelihood that the employee would join in the threatened strike to support union bargaining demands. Respondent, faced with a strike deadline, likely would make such an assessment in any event but, suffice it to say, such symbolism could be read only by very rare consumers well informed about the status of these particular negotiations and extremely sophisticated in labor relations matters. This consumer passive employee communication supporting their bargaining representative at a critical negotiations stage is activity protected by Section 7 of the Act.

For the foregoing reasons, I find that Respondent has failed to establish any basis for barring the union dues button even from its selling floor based on its potential to interfere with production, discipline, safety, or customer relations.

Nor has Respondent established a basis related to its dress and appearance policies to assert that all union buttons may be banned from its sales floor. Although Respondent's dress and appearance standards on paper appear somewhat strict, its practice is a different matter altogether. The number, variety, and frequency with which other types of emblems appear on employee uniforms without objection—both before and after the 1984 decision—is simply too overwhelming to justify banning all union emblems from its sales floors.

Respondent's claim that there has been a bargained waiver of the statutory right to wear union emblems also lacks merit. Such waivers must be clear and unequivocal language. *Food & Commercial Workers Local 1439 (Rosauer's Supermarkets)*, 293 NLRB 26 (1989). Here, even the existence of the purported verbal agreement is hotly disputed. Because Pritchett did not testify and the Union filed the charge shortly after the May 1 bargaining session, I am inclined to accept Gordon's claim that no agreement was reached concerning the union button issue that day. At the very least, I cannot find that there is a clear and unequivocal agreement by the Union to waive employees' statutory right to wear union emblems following negotiations as claimed by Respondent.

These conclusions do not suggest that anything goes, anytime or any place. The special considerations rule in this area is designed to assure reasonable judgments in each circumstance with due consideration for employee Section 7 rights as well as Respondent's right to operate its business. As Respondent presently enforces its dress and appearance policies, Respondent could in the future be justified in placing some limits on certain union emblems such as any similar to the Equity in 83 button but not others such as the union dues button. This result is not unusual. See *Reynolds Electrical Co.*, 292 NLRB 947 (1989).

Turning to the specific conduct alleged to be unlawful, I conclude that Respondent, by maintaining and applying a rule in the circumstances found above which bars employees from wearing any union button on its selling floors during worktime, violated Section 8(a)(1) of the Act. I further find that Schoettler's various directions to employee Baisa to remove her union dues button also violated Section 8(a)(1) of the Act. Finally, I find that Boyle's threat that Loop could be sent home if he did not remove his union dues button violated Section 8(a)(1) of the Act. *Nordstrom, Inc.*, supra.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By maintaining and enforcing its rule which bars employees from wearing any union emblem on its selling floors during worktime; by instructing employees to remove their union dues buttons; and by threatening to send employees home for failing to remove union dues buttons, Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. The unfair labor practices of Respondent in paragraph 3, above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, the recommended Order requires Respondent to cease and desist therefrom and to take the following action designed to effectuate the policies of the Act.

The recommended Order provides that Respondent cease maintaining and enforcing its rule banning all union buttons from its selling floors during worktime. The Order also provides that Respondent cease directing employees to remove their union dues button while at work on its sales floors and threatening to send employees home if they do not comply with such direction. The Order also requires Respondent generally to permit employees to wear union emblems conforming to its dress and appearance practices on its selling floors as long as they do not interfere with production, discipline, safety, or customer relations.

Finally, the Order provides for the posting of a notice to employees to inform them of their rights and the outcome of this dispute.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹¹

ORDER

The Respondent, Albertsons, Inc., Bremerton, Poulsbo, and Port Orchard, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Maintaining and enforcing its rule barring employees from wearing any union emblem while at work on its selling floor.

(b) Directing employees to remove their union dues button while at work on the selling floor.

(c) Threatening to send employees home if they refuse to remove their union dues button.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Permit employees to wear union emblems which conform to current dress and appearance practices concerning other emblems while working on its selling floors so long as such union emblems do not interfere with production, discipline, safety, or customer relations.

(b) Post at all of its Western Washington Division stores, including its stores in Bremerton, Poulsbo, and Port Orchard, Washington, copies of the attached notice marked "Appendix."¹² Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reason-

¹¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

able steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT maintain and enforce a rule which prohibits employees from wearing all union emblems while at work on the selling floor.

WE WILL NOT direct employees to remove union dues emblems while at work on the selling floor.

WE WILL NOT threaten to send employees home if they refuse to remove their union dues emblem.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL permit employees to wear union emblems which conform to our dress and appearance practices concerning other emblems while working on the selling floor so long as union emblems do not interfere with production, discipline, safety, or customer relations.

ALBERTSONS, INC.